

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Hill and Knowlton, Inc. 420 Lexington Avenue New York, New York 10017		2. Registration No. 3301
3. Name of foreign principal Egyptian Tourist Authority	4. Principal address of foreign principal 630 Fifth Avenue New York, New York 10111	

5. Indicate whether your foreign principal is one of the following type:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☐ domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
Egyptian Tourist Authority
- b) Name and title of official with whom registrant deals.
Mr. Hamdi Saad El-Din, Director

7. If the foreign principal is a foreign political party, state:

- a) Principal address
N/A
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

- a) State the nature of the business or activity of this foreign principal

N/A

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b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page may be used.)*

The Egyptian Tourist Authority is a part of the Egyptian Government promoting tourism on the country's behalf.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

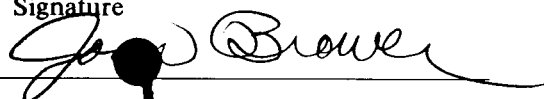
Date of Exhibit A

4/1/91

Name and Title

Joan R. Brower
Vice President

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant
Hill and Knowlton, Inc.

Name of Foreign Principal
Egyptian Tourist Authority

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Refer to # 5

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Creation and dissemination of press information kit including press releases; creation of photographic and video library. Arrangement for press conferences and receptions, meetings with travel agencies and representatives of travel publications. Organization of press familiarization trips to Egypt to acquaint travel editors with Egypt's tourism attributes.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B
4/1/91

Name and Title
Joan M. Brower
Vice President

Signature


¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or of a government of a foreign country or a foreign political party.

Hill and Knowlton, Inc.
International Public Relations Counsel
420 Lexington Avenue
New York, New York 10017
212 697-5600

March 1, 1991

Mr. Abdel Moneim Osman
General Manager - The Americas
EgyptAir
720 Fifth Avenue
New York, NY 10019

Dear Mr. Osman:

Agreement made this First day of March, 1991 by and between Hill and Knowlton, Inc., hereinafter referred to as H&K, and Egyptian Tourist Authority, hereinafter referred to as the Authority, by its designated representative.

1. H&K agrees to represent the Authority as its Public Relations Counsel in the United States. Toward this end, it will use its best efforts in disseminating to news, television and radio media the advantages and benefits of travel and tourism in Egypt. To this end it will prepare bulletins, press releases, photographs, and other similar material for general distribution. H&K will also, after consultation with the Authority through its designated representative, arrange for press conferences and receptions, meetings with travel agencies and representatives of travel publications, for a presentation to attract tourism to Egypt.

2. All material produced by H&K shall become the property of the Authority. Upon termination of this Agreement, provided that there is no outstanding indebtedness then owing the Authority to H&K, H&K shall transfer, assign and make available to Authority all property and materials in its possession or control belonging to Authority.

3. All individual out of pocket expenses greater than \$500.00 shall first be approved by the Authority or its designated representative. All out of pocket expenses incurred by H&K within the limits of Article 3, will be reimbursed to it after receiving an itemized monthly statement to be prepared by H&K and presented to the Authority for its review. The Authority will reimburse H&K for the net cost of all routine out of pocket disbursements such as travel, local messengers, in-house photocopying and ordinary communications (telephone, telex and postage).

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Mr. Abdel Moneim Osman
EgyptAir Letter of Agreement
March 1, 1991
Page 2

4. H&K will coordinate and discuss the programs to be prepared by it on behalf of the Authority, to its designated representatives for approval and determination to proceed.

5. This agreement will take effect as of the 1st of March, 1991.

6. Both parties reserve the right to terminate this agreement on sixty (60) days written notice. Both parties agree that there will be a minimum active period of employment of six months.

7. (a) The Authority agrees to pay to H&K for its services, unless the services of H&K are sooner terminated as set forth in (6) above, the annual retainer agreed upon of Sixty Thousand Dollars (\$60,000). Upon signing this agreement, the Authority agrees to remit Fifteen Thousand Dollars (\$15,000) on March 1, 1991. Thereafter, the Authority agrees to remit Fifteen Thousand Dollars (\$15,000) within the first ten days of June, September and December, 1991. Checks are to be in the possession of the H&K Marketing Controller on the dates specified above.

Following the conclusion of each calendar month, H&K will provide the Authority with a statement of staff time charges actually incurred during such month.

(b) In addition to staff time charges, the Authority will pay H&K the net cost of all materials, services and rights obtained by H&K from third party suppliers on the Authority's behalf, plus a 15% handling and administration fee on all such disbursements. In obtaining such materials, services and rights,

Mr. Abdel Moneim Osman
EgyptAir Letter of Agreement
March 1, 1991
Page 3

(d) From time to time, H&K may be called upon to render services that do not fall within the scope of this agreement, such as, in the case of a "crisis" or extraordinary situation requiring an unusual expenditure of time and/or effort by H&K personnel. If such a situation arises, a separate letter of agreement will be prepared and H&K, in conjunction with the Authority, will take into consideration such extraordinary factors in determining the rates or fee to be charged.

(e) The Authority will reimburse H&K for staff time and expenses incurred in order to comply on the Authority's behalf with the Foreign Agents Registration Act. It is understood that pursuant to such Act, H&K may be making reports of its activities to appropriate U.S. government regulatory agencies and that such reports will be available to the public.

8. At least monthly, H&K shall review with the Authority or its designated Agent or representative, efforts made and exerted by H&K on behalf of the Authority, to evaluate the same, update information where necessary, establish future efforts and planning of public relations efforts.

9. (a) H&K will maintain accurate records of all staff time work and out of pocket expenditures incurred on behalf of the Authority and, during the term of this agreement and for one year thereafter, the Authority may examine such records at H&K's offices in New York upon reasonable notice and during normal business hours. It is understood that the foregoing does not include H&K's salary data, overhead and other internal H&K costs or non-billable items.

(b) Copies of supplier, invoices and other back-up materials in support of H&K's out of pocket charges of \$100 or more will be included with H&K's end-of-month invoices.

10. H&K acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by H&K on behalf of

Mr. Abdel Moneim Osman
EgyptAir Letter of Agreement
March 1, 1991
Page 4

the Authority or disclosed by the Authority to H&K. Notwithstanding the above, H&K's obligation to maintain the confidentiality of any such information that it maintains in its possession or control, shall cease on the third anniversary of the termination of this agreement.

11. It is acknowledged that H&K cannot undertake to verify facts supplied to it by the Authority or factual matters included in material prepared by H&K and approved by the Authority. Accordingly, the Authority agrees to indemnify and hold harmless H&K from and against any and all losses, claims, damages, expenses (including reasonable attorneys' fees and disbursements) or liabilities ("damages") which H&K may incur (i) as a result of any materials, releases, reports or information supplied to H&K by or on behalf of the Authority or prepared by H&K and approved by the Authority prior to its dissemination or broadcast; and (ii) except when attributable to H&K's failure to use due care, resulting from disputes between H&K and third parties related to and/or within the scope of this agreement. The Authority shall similarly indemnify and hold H&K harmless in respect to any damages arising out of the nature or use of the Authority's products or services. This provision shall survive the expiration or earlier termination of this agreement.

12. The Authority is represented in the United States by the following offices:

- A. Egyptian Tourist Office
630 Fifth Avenue
New York, N.Y. 10111
Mr. Hamdi Saad El-Dim, Director
- B. Egyptian Tourist Office
645 Michigan Avenue N, Suite 823
Chicago, IL 60611
Mr. Nahed Gad, Director
- C. Egyptian Tourist Office
2425 Fountain View, Suite 280
Houston, TX 77057
Mr. Abdel Hamid Yahia, Director
- D. Egyptian Tourist Office
323 Greary Court, Suite 303
San Francisco, CA 94102
Mr. Hisham Serry, Director
- E. The Steering Committee

Mr. Abdel Moneim Osman
EgyptAir Letter of Agreement
March 1, 1991
Page 5

H&K will communicate with all these offices obtaining information from each and everyone of them, and consider their local needs and circumstances as well as their points of view. H&K will supply each of these offices with initial requirements of all produced material for the Authority.

13. The relation between the Authority and H&K as well as the matters relating to this contract will be revised, discussed, directed, controlled and approved only by H&K and the Steering Committee which is formed as follows:

- A. Mr. A.M. Osman
General Manager, The Americas
EgyptAir
720 Fifth Avenue
New York, NY 10019
Chairman
Tel: (212) 581-5600
Tel: (212) 586-6599
- B. Mr. Samir Khalil
Director, North & Latin America
MISR Travel
630 Fifth Avenue
New York, NY 10111
Tel: (212) 582-9210
Tel: (212) 247-8142
- C. Mr. Hamdi Saad El-Din
Director
Egyptian Tourist Authority
630 Fifth Avenue
New York, NY 10111
Tel: (212) 246-6960
Tel: (212) 956-6439

14. Legal notifications regarding this contract has to be effected by correspondence, recorded delivery with return receipt to each of the three members of the Steering Committee representing the Authority or to:

Hill and Knowlton, Inc.
420 Lexington Avenue
New York, NY 10017
Ms. Joyce Martin
Senior Vice President

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SECURITY

Mr. Abdel Moneim Osman
EgyptAir Letter of Agreement
Page 6

15. This agreement shall be construed under the laws of the State of New York.

If you are in agreement with the above, would you kindly sign both copies of this letter in the space provided for that purpose below and return one copy to Hill and Knowlton for our records.

Sincerely,

HILL AND KNOWLTON, INC.




Joan Brower
Vice President

Date: March 1, 1991

AGREED:

EGYPT TOURIST AUTHORITY


Abdel Moneim Osman
General Manager
The Americas - EgyptAir

Date: March 1st 1991


Hamdi Saad El-Din
Director, Egypt Tourist Board

Date: MARCH 1 1991